

EXHIBIT A

Insurance Commissioner
ACCEPTED SOP

E-FILED
IN COUNTY CLERK'S OFFICE
PIERCE COUNTY, WASHINGTON

OCT 03 2019

TIME: 2pm

September 30 2019 12:45 PM
KEVIN STOCK
COUNTY CLERK
NO: 19-2-11116-5

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR PIERCE COUNTY

ILLINOIS NATIONAL INSURANCE
COMPANY,

Plaintiff,

) No. _____

v.

) COMPLAINT

TRAVELERS PROPERTY CASUALTY
COMPANY OF AMERICA; XL INSURANCE
AMERICA INC.; FEDERAL INSURANCE
COMPANY; WESTCHESTER SURPLUS
LINES INSURANCE COMPANY; GREAT
AMERICAN INSURANCE COMPANY, INC.;
GREAT AMERICAN INSURANCE
COMPANY OF NEW YORK; AND AXIS
SPECIALTY INSURANCE COMPANY,

Defendants.

COMES NOW plaintiff Illinois National Insurance Company, and for its complaint
alleges as follows:

I. PARTIES

1. Plaintiff Illinois National Insurance Company ("Illinois National"), in its own
right and as insurer and subrogee of Simon Property Group, Inc., d/b/a Tacoma Mall
Partnership (collectively, "Simon"), is a corporation organized and existing under the laws of
Illinois with its principal place of business located at 175 Water Street, New York, New York
10038.

COMPLAINT - 1

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1 2. At all times material hereto, Illinois National was an insurance company
2 engaged in the business of issuing policies of insurance and providing insurance coverage to
3 its policyholders.
4

5 3. Defendant Travelers Property Casualty Company of America is a corporation
6 organized and existing under the laws of Connecticut with its principal place of business
7 located at One Tower Square, Hartford, Connecticut 06183. Defendant Travelers Property
8 Casualty Company of America was formerly known as, did business as, and/or is the
9 successor in liability to Travelers Indemnity Company of Illinois. The term "Travelers" as
10 used in this Complaint refers to Defendant Travelers Property Casualty Company of America
11 and its related entity Travelers Indemnity Company of Illinois.
12

13 4. At all times material hereto, Travelers was an insurance company engaged in
14 the business of issuing policies of insurance and providing insurance coverage to its
15 policyholders, including in Washington.
16

17 5. At all times relevant hereto, Travelers was acting individually, and/or by and
18 through its duly authorized actual, apparent, and/or ostensible agents, servants, and/or
19 employees, who were acting within the course and scope of their employment, service, and/or
20 agency with Travelers. The identities of these authorized, actual, and/or ostensible agents,
21 servants, and/or employees are known to Travelers and currently unknown to plaintiff.
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23 6. Defendant XL Insurance America Inc. ("XL Insurance") is a corporation
24 organized and existing under the laws of Delaware with its principal place of business located
25 at 70 Seaview Avenue, Stamford, Connecticut 06902.
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1 7. At all times material hereto, XL Insurance was an insurance company engaged
2 in the business of issuing policies of insurance and providing insurance coverage to its
3 policyholders, including in Washington.

4 8. At all times relevant hereto, XL Insurance was acting individually, and/or by
5 and through its duly authorized actual, apparent, and/or ostensible agents, servants, and/or
6 employees, who were acting within the course and scope of their employment, service, and/or
7 agency with XL Insurance. The identities of these authorized, actual, and/or ostensible agents,
8 servants, and/or employees are known to XL Insurance and currently unknown to plaintiff.

9 9. Defendant Federal Insurance Company (“Federal Insurance”) is a corporation
10 organized and existing under the laws of New Jersey with its principal place of business
11 located at 15 Mountain View Road, Warren, New Jersey 07061.

12 10. At all times material hereto, Federal Insurance was an insurance company
13 engaged in the business of issuing policies of insurance and providing insurance coverage to
14 its policyholders, including in Washington.

15 11. At all times relevant hereto, Federal Insurance was acting individually, and/or
16 by and through its duly authorized actual, apparent, and/or ostensible agents, servants, and/or
17 employees, who were acting within the course and scope of their employment, service, and/or
18 agency with Federal Insurance. The identities of these authorized, actual, and/or ostensible
19 agents, servants, and/or employees are known to Federal Insurance and currently unknown to
20 plaintiff.

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1 12. Defendant Westchester Surplus Lines Insurance Company ("Westchester
 2 Surplus") is a corporation organized and existing under the laws of Georgia with its principal
 3 place of business located at 436 Walnut Street, Philadelphia, PA 19106.
 4

5 13. At all times material hereto, Westchester Surplus was an insurance company
 6 engaged in the business of issuing policies of insurance and providing insurance coverage to
 7 its policyholders, including in Washington.
 8

9 14. At all times relevant hereto, Westchester Surplus was acting individually,
 10 and/or by and through its duly authorized actual, apparent, and/or ostensible agents, servants,
 11 and/or employees, who were acting within the course and scope of their employment, service,
 12 and/or agency with Westchester Surplus. The identities of these authorized, actual, and/or
 13 ostensible agents, servants, and/or employees are known to Westchester Surplus and currently
 14 unknown to plaintiff.
 15

16 15. Defendant Great American Insurance Company, Inc. ("Great American
 17 Insurance Inc.") is a corporation organized and existing under the laws of Ohio with its
 18 principal place of business located at 301 East 4th Street, Cincinnati, Ohio 45202.
 19

20 16. At all times material hereto, Great American Insurance Inc. was an insurance
 21 company engaged in the business of issuing policies of insurance and providing insurance
 22 coverage to its policyholders, including in Washington.
 23

24 17. At all times relevant hereto, Great American Insurance Inc. was acting
 25 individually, and/or by and through its duly authorized actual, apparent, and/or ostensible
 26 agents, servants, and/or employees, who were acting within the course and scope of their
 27 employment, service, and/or agency with Great American Insurance Inc. The identities of
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1 these authorized, actual, and/or ostensible agents, servants, and/or employees are known to
2 Great American Insurance Inc. and currently unknown to plaintiff.

3
4 18. Defendant Great American Insurance Company of New York (“Great
5 American Insurance of NY”) is a corporation organized and existing under the laws of New
6 York with its principal place of business located at 301 East 4th Street, Cincinnati, Ohio
7 45202.

8
9 19. At all times material hereto, Great American Insurance of NY was an
10 insurance company engaged in the business of issuing policies of insurance and providing
11 insurance coverage to its policyholders, including in Washington.

12
13 20. At all times relevant hereto, Great American Insurance of NY was acting
14 individually, and/or by and through its duly authorized actual, apparent, and/or ostensible
15 agents, servants, and/or employees, who were acting within the course and scope of their
16 employment, service, and/or agency with Great American Insurance of NY. The identities of
17 these authorized, actual, and/or ostensible agents, servants, and/or employees are known to
18 Great American Insurance of NY and currently unknown to plaintiff.

19
20 21. Great American Insurance Company, Inc. and Great American Insurance
21 Company of New York are referred to herein collectively as “Great American Insurance”.

22
23 22. Defendant Axis Specialty Insurance Company (“Axis Specialty”) is a
24 corporation organized and existing under the laws of Connecticut with its principal place of
25 business located at 11680 Great Oaks Way, Suite 500, Alpharetta, Georgia 30022.

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23. At all times material hereto, Axis Specialty was an insurance company engaged in the business of issuing policies of insurance and providing insurance coverage to its policyholders, including in Washington.

24. At all times relevant hereto, Axis Specialty was acting individually, and/or by and through its duly authorized actual, apparent, and/or ostensible agents, servants, and/or employees, who were acting within the course and scope of their employment, service, and/or agency with Axis Specialty. The identities of these authorized, actual, and/or ostensible agents, servants, and/or employees are known to Axis Specialty and currently unknown to plaintiff.

25. Travelers, XL Insurance, Federal Insurance, Westchester Surplus, Great American Insurance, and Axis Specialty are referred to herein collectively as "Defendant Insurers".

II. JURISDICTION AND VENUE

26. Personal jurisdiction exists over Travelers due to the fact that it regularly conducted business in Washington during all times relevant hereto, including but not limited to issuing policies of insurance in Washington. Personal jurisdiction also exists because Travelers issued one or more policies of insurance to Simon covering Simon's liability arising from bodily injury at the Tacoma Mall.

27. Personal jurisdiction exists over XL Insurance due to the fact that it regularly conducted business in Washington during all times relevant hereto, including but not limited to issuing policies of insurance in Washington. Personal jurisdiction also exists because XL

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1 Insurance issued one or more policies of insurance to Simon covering Simon's liability arising
2 from bodily injury at the Tacoma Mall.

3 28. Personal jurisdiction exists over Federal Insurance due to the fact that it
4 regularly conducted business in Washington during all times relevant hereto, including but not
5 limited to issuing policies of insurance in Washington. Personal jurisdiction also exists
6 because Federal Insurance issued one or more policies of insurance to Simon covering
7 Simon's liability arising from bodily injury at the Tacoma Mall.

8 29. Personal jurisdiction exists over Westchester Surplus due to the fact that it
9 regularly conducted business in Washington during all times relevant hereto, including but not
10 limited to issuing policies of insurance in Washington. Personal jurisdiction also exists
11 because Westchester Surplus issued one or more policies of insurance to Simon covering
12 Simon's liability arising from bodily injury at the Tacoma Mall.

13 30. Personal jurisdiction exists over Great American Insurance due to the fact that
14 it/they regularly conducted business in Washington during all times relevant hereto, including
15 but not limited to issuing policies of insurance in Washington. Personal jurisdiction also
16 exists because Great American Insurance issued one or more policies of insurance to Simon
17 covering Simon's liability arising from bodily injury at the Tacoma Mall.

18 31. Personal jurisdiction exists over Axis Specialty due to the fact that it regularly
19 conducted business in Washington during all times relevant hereto, including but not limited
20 to issuing policies of insurance in Washington. Personal jurisdiction also exists because Axis
21 Specialty issued one or more policies of insurance to Simon covering Simon's liability arising
22 from bodily injury at the Tacoma Mall.

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32. Venue in this action is proper in Pierce County pursuant to RCW 4.12.020 and RCW 4.12.025 because the underlying civil action and the events from which that action arose took place in Pierce County and the defendants transact business in Pierce County.

33. This Court has original jurisdiction over this matter pursuant to RCW 2.08.010.

III. FACTS

34. On January 1, 2003, the Simon Property Group, Inc., d/b/a Tacoma Mall Partnership and IPC International Corporation entered into a security services contract (the "Security Services Contract").

35. Under the Security Services Contract, IPC agreed only to provide uniformed security services for Simon under the terms and conditions specified therein.

36. In setting forth the services to be provided, the Security Services Contract provided that IPC International would respond to and provide assistance in security related situations such as fires, accidents, internal disorders and attempts of sabotage or other criminal acts, in conformance with common sense and good judgment and in keeping with Simon's policies and procedures.

37. The Security Services Contract did not require or authorize IPC International's employees to carry firearms, to intercede with an armed gunman, or to devise security and evacuation plans in the event of a shooting on the premises.

38. Illinois National issued a Commercial General Liability Policy to IPC International under Policy No. 382-94-59 with a \$1,000,000 retained limit and a \$ 1,000,000 each occurrence limit. This policy was in effect on November 20, 2005.

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1 39. Illinois National also issued a Prime Commercial Umbrella Liability Policy,
2 Policy No. BE 2685886, providing for \$9,000,000 per occurrence limits for bodily injuries.
3 This policy was in effect on November 20, 2005.
4

5 40. Simon qualified as an additional insured, subject to certain limitations, under
6 the policies issued to IPC International by Illinois National.
7

8 41. IPC International did not agree to insure, indemnify or release Simon for its
9 own negligence. To the contrary, Simon agreed to defend, indemnify and hold harmless IPC
10 International for any conduct that did not arise directly out of the services to be provided by
11 IPC International under the Security Services Contract.
12

13 42. On November 20, 2005, Dominick Maldonado entered the Tacoma Mall
14 carrying a guitar case and concealed weapons.
15

16 43. At the time Maldonado entered the Tacoma Mall, Simon, and not IPC
17 International, was responsible for hiring armed, off-duty police officers to provide security.
18 Simon, among other things, was also responsible for the acquisition, deployment and
19 operation of a mall-wide public announcement system that could be used to warn patrons and
20 employees of a threat and a need for evacuation as well as a video camera system that could
21 be used to monitor such threats and alert law enforcement.
22

23 44. On November 20, 2005, Simon did not have any armed, off-duty police
24 officers providing security or patrolling the Tacoma Mall. It also did not have a functioning
25 public announcement system or an operable video camera system.
26

27 45. After entering the Tacoma Mall, Maldonado opened fire in the mall.
28

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1 46. Maldonado shot Brendan McKown several times, causing him significant
2 injuries.

3 47. On November 12, 2008, McKown filed a complaint against Simon Property
4 Group, Inc. and IPC International, alleging negligence and seeking compensation for the
5 injuries suffered as a result of the November 20, 2005 shooting. That lawsuit was captioned
6 *McKown v. Simon Property Group, Inc. d/b/a Tacoma Mall et al.*, Case No. 3:08-cv-05754 in
7 the U.S. District Court for the Western District of Washington at Tacoma (the “McKown
8 Lawsuit”).

9 48. Illinois National provided coverage and a defense on behalf of Simon for the
10 November 20, 2005 shooting that was the subject of the McKown Lawsuit under a reservation
11 of rights.

12 49. Illinois National paid to settle the action filed by McKown against IPC
13 International and Simon as a result of the November 20, 2005 shooting.

14 50. The allegations of McKown’s Complaint and Amended Complaint against
15 Simon and the facts developed in the course of the McKown Lawsuit confirm that McKown’s
16 injuries fell outside the scope of and did not relate to the provision of uniformed security
17 services provided by IPC International under the Security Services Contract.

18 51. Illinois National did not insure Simon for the allegations of the McKown
19 Lawsuit that fell outside the scope of and did not relate to the provision of uniformed security
20 services provided by IPC International under the Security Services Contract.

21 52. Illinois National did not insure Simon relating to the allegations in the
22 McKown Lawsuit of Simon’s own negligence.

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1 53. Defendant Insurers insured Simon for the November 20, 2005 shooting that
 2 was the subject of the McKown Lawsuit against Simon.

3 54. In breach of the Defendant Insurers' insurance obligations to Simon with
 4 respect to the November 20, 2005 shooting that was the subject of the McKown Lawsuit,
 5 Defendant Insurers failed to provide indemnification.

7 **IV. FIRST CAUSE OF ACTION – BREACH OF CONTRACT**

8 55. The preceding paragraphs are incorporated by reference as though fully set
 9 forth herein.

11 56. Pursuant to the terms and conditions of the Illinois National policies, “[i]f the
 12 insured has rights to recover all or part of any payment [Illinois National] ha[s] made under
 13 this Coverage Part, those rights are transferred to [Illinois National].” The policies further
 14 provide that the “insured must do nothing after loss to impair them” and that at the request of
 15 Illinois National, “the insured will bring ‘suit’ or transfer those rights to [Illinois National]
 16 and help [Illinois National] enforce them.”

18 57. Pursuant to the terms of the Illinois National policies, Simon has transferred
 19 and/or assigned its rights to recover all or part of the payments Illinois National made to settle
 20 the McKown Lawsuit with respect to the allegations against Simon, including but not limited
 21 to the right to indemnification from Defendant Insurers to Illinois National.

23 58. Pursuant to the terms and conditions of Travelers' policy, Travelers insured
 24 and owed indemnification to Simon with respect to the November 20, 2005 shooting that was
 25 the subject of the McKown Lawsuit.

1 59. Upon information and belief, pursuant to the terms and conditions of the
2 policies of the other Defendant Insurers, Simon was insured and owed indemnification with
3 respect to the November 20, 2005 shooting that was the subject of the McKown Lawsuit.
4

5 60. Defendant Insurers failed to contribute or pay indemnification on behalf of
6 Simon for the settlement of the McKown Lawsuit.
7

8 61. Illinois National provided coverage and a defense on behalf of Simon with
9 respect to the November 20, 2005 shooting that was the subject of the McKown Lawsuit
10 under a reservation of rights.
11

12 62. Defendant Insurers breached their contracts of insurance by failing to
13 contribute or pay indemnification on behalf of Simon, as was required pursuant to the
14 Security Services Contract and the Defendant Insurers' insurance policies issued to Simon.
15

16 63. Illinois National paid to settle the McKown Lawsuit as a result of the
17 November 20, 2005 shooting, all or a portion of which was for the benefit of Simon.
18

19 64. As a result of the foregoing, Illinois National has been damaged by Defendant
20 Insurers.
21

22 **V. SECOND CAUSE OF ACTION – EQUITABLE CONTRIBUTION**

23 65. The preceding paragraphs are incorporated by reference as though fully set
24 forth herein.
25

26 66. Pursuant to the terms and conditions of Travelers' policy, Travelers insured
27 and owed indemnification to Simon with respect to the November 20, 2005 shooting that was
the subject of the McKown Lawsuit.
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1 67. Upon information and belief, Simon tendered the McKown Lawsuit to
2 Travelers and the other Defendant Insurers.

3 68. Upon information and belief, pursuant to the terms and conditions of the
4 policies of the other Defendant Insurers, Simon was insured and owed indemnification with
5 respect to the November 20, 2005 shooting that was the subject of the McKown Lawsuit.

6 69. Simon was entitled to indemnification under one or more of Defendant
7 Insurers' policies with respect to the November 20, 2005 shooting that was the subject of the
8 McKown Lawsuit.

9 70. One or more of Defendant Insurers were liable to provide for the
10 indemnification to Simon with respect to the November 20, 2005 shooting that was the
11 subject of the McKown Lawsuit.

12 71. Defendant Insurers failed to pay indemnification on behalf of Simon with
13 respect to the November 20, 2005 shooting that was the subject of the McKown Lawsuit.

14 72. Defendant Insurers failed to contribute to the settlement payment made by
15 Illinois National on behalf of Simon with respect to the November 20, 2005 shooting that was
16 the subject of the McKown Lawsuit. Instead, Illinois National funded the entire settlement.

17 73. Illinois National discharged the obligation to provide defense and
18 indemnification of Simon under a reservation of rights for the November 20, 2005 shooting
19 that was the subject of the McKown Lawsuit and in paying the agreed upon settlement
20 amount, all or a portion of which was for the benefit of Simon.

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1 74. To the extent that Illinois and one or more of the Defendant Insurers had a duty
 2 to indemnify Simon in the McKown Lawsuit, Illinois National is entitled to contribution from
 3 the Defendant Insurers.

4
 5 75. As a result of the foregoing, Illinois National has been damaged by Defendant
 6 Insurers.

7 **VI. THIRD CAUSE OF ACTION – EQUITABLE SUBROGATION**

8 76. The preceding paragraphs are incorporated by reference as though fully set
 9 forth herein.

10 77. Pursuant to the terms and conditions of Travelers' policy, Travelers insured
 11 and owed indemnification to Simon with respect to the November 20, 2005 shooting that was
 12 the subject of the McKown Lawsuit.

13 78. Upon information and belief, pursuant to the terms and conditions of the
 14 policies of the other Defendant Insurers, Defendant Insurers insured and owed
 15 indemnification to Simon with respect to the November 20, 2005 shooting that was the
 16 subject of the McKown Lawsuit.

17 79. Defendant Insurers failed to pay indemnification on behalf of Simon with
 18 respect to the November 20, 2005 shooting that was the subject of the McKown Lawsuit.

20 80. Defendant Insurers did not make any payment toward the settlement on behalf
 21 of Simon for the November 20, 2005 shooting that was the subject of the McKown Lawsuit.
 22 Instead, Illinois National funded the entire settlement.

24 81. Illinois National did not owe a duty to defend or indemnify Simon for liability
 25 attributable to Simon's own negligence and the allegations of the McKown Lawsuit against
 26 COMPLAINT - 14

1 Simon that fell outside the scope of and did not relate to the provision of uniformed security
2 services provided by IPC International under the Security Services Contract.

3 82. Illinois National discharged the obligation to provide defense and
4 indemnification of Simon under a reservation of rights with respect to the November 20, 2005
5 shooting that was the subject of the McKown Lawsuit and in paying the agreed upon
6 settlement amount, all or a portion of which was for the benefit of Simon.

7 83. Allowing Illinois National subrogation will not cause injustice to the rights of
8 others.

9 84. As a result of the foregoing, Illinois National has been damaged by Defendant
10 Insurers.

11 **VII. FOURTH CAUSE OF ACTION– CONVENTIONAL/CONTRACTUAL**
12 **SUBROGATION**

13 85. The preceding paragraphs are incorporated by reference as though fully set
14 forth herein.

15 86. Pursuant to the terms and conditions of Travelers' policy, Travelers insured
16 and owed indemnification to Simon with respect to the November 20, 2005 shooting that was
17 the subject of the McKown Lawsuit.

18 87. Upon information and belief, pursuant to the terms and conditions of the
19 policies of the other Defendant Insurers, Defendant Insurers insured and owed
20 indemnification to Simon with respect to the November 20, 2005 shooting that was the
21 subject of the McKown Lawsuit.

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1 88. Simon has transferred and/or assigned its rights to indemnification from
2 Defendant Insurers to Illinois National.

3 89. Defendant Insurers failed to pay indemnification on behalf of Simon with
4 respect to the November 20, 2005 shooting that was the subject of the McKown Lawsuit.

5 90. Defendant Insurers did not make any payment toward the settlement on behalf
6 of Simon for the November 20, 2005 shooting that was the subject of the McKown Lawsuit.
7 Instead, Illinois National funded the entire settlement.

8 91. Illinois National did not owe a duty to defend or indemnify Simon for liability
9 attributable to Simon's own negligence and the allegations of the McKown Lawsuit against
10 Simon that fell outside the scope of and did not relate to the provision of uniformed security
11 services provided by IPC International under the Security Services Contract.

12 92. Illinois National discharged the obligation to provide defense and
13 indemnification of Simon under a reservation of rights for the November 20, 2005 shooting
14 that was the subject of the McKown Lawsuit and in paying the agreed upon settlement
15 amount, all or a portion of which was for the benefit of Simon.

16 93. Allowing Illinois National subrogation will not cause injustice to the rights of
17 others.

18 94. As a result of the foregoing, Illinois National has been damaged by Defendant
19 Insurers.

20 **VIII. FIFTH CAUSE OF ACTION – DECLARATORY JUDGMENT**

21 95. The preceding paragraphs are incorporated by reference as though fully set
22 forth herein.

23 COMPLAINT - 16

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1 96. Pursuant to the terms and conditions of Travelers' policy, Travelers insured
2 and owed indemnification to Simon with respect to the November 20, 2005 shooting that was
3 the subject of the McKown Lawsuit.

4 97. Pursuant to the terms and conditions of the policies of the other Defendant
5 Insurers, Simon was insured and owed indemnification with respect to the November 20,
6 2005 shooting that was the subject of the McKown Lawsuit.

7 98. Simon was entitled to indemnification under one or more of Defendant
8 Insurers' policies with respect to the November 20, 2005 shooting that was the subject of the
9 McKown Lawsuit.

10 99. One or more of Defendant Insurers were liable for the common and joint
11 obligation to provide for the indemnification to Simon with respect to the November 20, 2005
12 shooting that was the subject of the McKown Lawsuit.

13 100. Defendant Insurers failed to pay indemnification on behalf of Simon with
14 respect to the November 20, 2005 shooting that was the subject of the McKown Lawsuit.

15 101. Illinois National discharged the obligation to provide defense and
16 indemnification of Simon under a reservation of rights with respect to the November 20, 2005
17 shooting that was the subject of the McKown Lawsuit and in paying the agreed upon
18 settlement amount, all or a portion of which was for the benefit of Simon.

19 102. Defendant Insurers failed to contribute to the settlement payment made by
20 Illinois National on behalf of Simon with respect to the November 20, 2005 shooting that was
21 the subject of the McKown Lawsuit. Instead, Illinois National funded the entire settlement.

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103. There is an actual controversy existing between Illinois National and Defendant Insurers as to the obligations owed by Defendant Insurers to Simon under the policies issued by them, for indemnification of Simon in the McKown Lawsuit, and for the failure of the Defendant Insurers to contribute to the settlement payment of the McKown Lawsuit.

104. Pursuant to the Uniform Declaratory Judgments Act, Wash. Rev. Code § 7.24, the courts of the State of Washington "have the power to declare the rights, status and other legal relations whether or not further relief is or could be claimed. An action or proceeding shall not be open to objection on the ground that a declaratory judgment or decree is prayed for. The declaration may be either affirmative or negative in form and effect; and such declaration shall have the force and effect of a final judgment or decree."

105. Illinois National requests this Court enter an Order, pursuant to the Uniform Declaratory Judgments Act, Wash. Rev. Code § 7.24, requiring Defendant Insurers to contribute to Illinois National for indemnity payments owed by Simon that were paid by Illinois National, including, but not limited to, Illinois National's payment of its policies' limits to settle the McKown Lawsuit as a result of the November 20, 2005 shooting for the benefit of Simon.

IX. PRAYER FOR RELIEF

WHEREFORE, Plaintiff Illinois National Insurance Company prays for judgment against Defendant Insurers as follows:

1. For judgment in such amount as shall be proven at the time of trial;
2. For an award of damages;
3. For an award of pre-and-post-judgment interest;

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4. For an award of attorney's fees and costs;

5. For an Order declaring: (a) the Defendant Insurers, and not Illinois National, owe a duty to indemnify Simon for liability in the McKown Lawsuit that fell outside the scope of and did not relate to the provision of uniformed security services provided by IPC International under the Security Services Contract; (b) the Defendant Insurers, and not Illinois National, owe a duty to indemnify Simon for liability in the McKown Lawsuit arising from Simon's own negligence; (c) Defendant Insurers' policies provided coverage to Simon with respect to the November 20, 2005 shooting that was the subject of the McKown Lawsuit; (d) Defendant Insurers are required to contribute to Illinois National for indemnity payments made on behalf of Simon in the McKown Lawsuit; and

6. For such other and further relief as the Court deems just and equitable.

DATED: September 30, 2019

JENSEN MORSE BAKER PLLC

By s/ Steven D. Jensen

Steven D. Jensen, WSBA No. 26495

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Benjamin J. Roesch, WSBA No. 39960

Attorneys for Plaintiff Illinois National
Insurance Company

and

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8 Attorneys for Plaintiff Illinois National
9 Insurance Company
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COMPLAINT - 20

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